

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
GARY MOTON,

Plaintiff,

-against-

DETECTIVE FRANK FELICIANO, Shield No. 2594,
P.O. ANGEL DALIZ, P.O. "JOHN" CARROLL, P.O.
"JOHN DOE" Nos. 1-12, and THE CITY OF NEW
YORK,

Defendants.
----- x

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

07 CV 7581 (DLC) (DCF)

MEMO ENDORSED

WHEREAS, plaintiff Gary Moton commenced this action by filing a complaint on or about August 27, 2007 alleging violations of certain of his federal rights; and

WHEREAS, defendants Frank Feliciano, Angel Daliz, Jeffrey Carroll and The City of New York deny any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff agrees to settle this matter on the terms set forth below:

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees except as provided for in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff the sum of EIGHTY-FOUR THOUSAND, ONE HUNDRED FIFTY-SIX DOLLARS AND

TWENTY-FIVE CENTS (\$84,156.25) in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against all individually named defendants Frank Feliciano, Angel Daliz, Jeffrey Carroll and to release all defendants and any present or former employees or agents of the City of New York, and the City of New York, from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release, an Affidavit Concerning Liens or an Affidavit of No Liens, whichever applies, based on the terms of paragraph 2 above.
4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
August 15, 2008

Alan Levine, Esq.
Counsel for Plaintiff
80-02 Kew Gardens Road, Suite 1010
Kew Gardens, New York 11415
718-793-6363
Fax: 718-544-5703

By: 

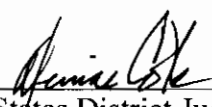
ALAN LEVINE ()
Counsel for Plaintiff

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Room 3-217
New York, New York, 10007
(212) 513-0462

By: 

KATHERINE E. SMITH (KS 8707)
Assistant Corporation Counsel

SO ORDERED:


United States District Judge

August 25, 2008

**The Clerk of Court shall close the case
and terminate all motions pending as of
today's date as moot.**